

EXHIBIT 5



CityPlace II, 185 Asylum Street | Suite 610
Hartford, Connecticut 06103
Tel 860-740-1355 | Fax 860-740-1394

SAMI ASAAD
860-740-1357
sasaad@fordharrison.com

June 22, 2022

VIA EMAIL (shem15418@gmail.com)

Benzor Shem Vidal
1353 Saint Marks Ave
Brooklyn, NY 11233

Re: Your Employment Agreement with Advanced Care Staffing

Dear Mr. Vidal:

We are attorneys for Advanced Care Staffing, Inc. (“Advanced Care”), and we write to you in regard to your resignation letter dated June 15, 2022.

As you know, you entered into an Employment Agreement with Advanced Care on May 8, 2019, which was amended and restated in an Amended and Restated Employment Agreement dated January 4, 2022 (the “Agreement”). Advanced Care agreed to sponsor your petition to work in the United States as a Nurse under an employment based Immigrant (“green card”) Visa. Advanced Care also agreed to pay (or reimburse) all the fees in connection with your sponsorship, including, among other things, immigration and credentialing fees. In exchange, you agreed to provide services to Advanced Care in the U.S. for a period of three years.

Advanced Care fulfilled its obligations to you and successfully sponsored your green card. Advanced Care invested thousands of dollars in getting you to this point. In addition to the sponsorship, Advanced Care provided you with two thousand dollars for housing plus several hundred dollars for groceries (gift cards) and transportation. Additionally, Advanced Care paid you an hourly rate that was higher than what was promised to pay according to the Agreement. All of this was done because you had promised to complete a three-year term. Yet, following your arrival in the U.S. on the Advanced-Care-sponsored visa, you submitted your resignation after **only three months**.

Your resignation prior to the conclusion of the three-year term causes Advanced Care significant damages. Therefore, in the event you proceed with your resignation, Advanced Care would seek to be made whole as to the benefit of the bargain it made with you. Although Advanced Care’s damages would ultimately be determined by an arbitrator pursuant to the Agreement, Advanced Care will present evidence demonstrating that its damages are at least \$20,000 (not counting attorney’s fees and costs that would be incurred in the arbitration). As mentioned already, Advanced Care would seek the thousands of dollars of lost investment made in helping you get to this point. Also, although Advanced Care is seeking to reduce its losses by seeking a replacement, given the current market conditions, recruiting and hiring a replacement

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nurse(s) is expected to cost over \$9,000 dollars per year over the remainder of your three-year term.

When you signed the Agreement, you acknowledged that resigning without Good Reason prior to completion of your promised term would cause Advanced Care to suffer damages. Section 10(a)(1) of the Agreement states:

Employee acknowledges that if Employee fails to fulfill Employee's obligations under this Agreement, Employer will suffer significant harm arising from the significant investment related to the recruitment, training, credentialing, and placement in the United States and the reasonable expectation that Employee will maintain full-time employment with Employer for the maximum amount of time under this Agreement. In addition, Employee recognizes that Employer will suffer significant loss of profits (reflecting not only loss of anticipated profits under this Agreement but also resulting from the impact on Employer's relationship with its Clients) in the event Employee fails to fulfill Employee's obligations under this Agreement. Therefore, the parties agree that if Employee terminates this Agreement without Good Reason (as defined below), or if Employer terminates this Agreement for Cause (as defined below), Employer shall be entitled to all damages and other relief to redress the harm caused by the failure of Employee to fulfill Employee's obligations under this Agreement.

In addition, Section 14 of the Agreement provides that "Employee shall reimburse Employer for all reasonable costs, including all attorneys' fees, that Employer incurs in enforcing its rights and remedies under this Agreement."

Without waiver of any of Advanced Care's rights, we invite you to reconsider your course of action and honor your promise to complete the contractual term. Alternatively, if you intend to proceed with your resignation and wish to discuss a pre-arbitration resolution, please contact me at my direct line: 860-740-1357.

If we do not hear from you on or before June 29, 2022, we will proceed accordingly, with Advanced Care reserving the right to pursue all available legal remedies.

Very truly yours,



Sami Asaad